

Exhibit F

From: Graber, Geoffrey
Sent: Monday, August 06, 2007 5:19 PM
To: Graber, Geoffrey
Subject: FW: Borg v. Principal

From: Michael Dickstein [mailto:md@DicksteinDisputeResolution.com]
Sent: December 16, 2006 12:16 AM
To: Graber, Geoffrey; STAVROS3589@aol.com; kinchen_bizzell@yahoo.com; 'STANLEY GOUMAS'; 'Mr. Stanley G. Hilton'; mscarver@aol.com
Cc: Padilla, Angela Lucia
Subject: RE: Borg v. Principal

Dear All,

With respect to Geoff's most recent email, I would like to clarify that it was not my intention to say that the Plaintiff was unwilling to sign the agreement, but rather that Stanley wanted me to see if the defendant would consider either narrowing the release to exempt the plaintiff's additional claims, or paying more money for the inclusion of the additional claims. I had hoped to convey that the plaintiff was not signing the agreement pending the resolution of those issues. I am sorry for any confusion.

As for the current situation, I hope to speak to you both, starting with Stanley sometime in the next few days, to discuss what we can do to avert the recommencement of litigation.

Sincerely,

Michael E. Dickstein
Dickstein Dispute Resolution/MEDiate
P (415) 474-1449 (416) 352-1222
F (415) 358-5833 (416) 352-1222
md@DicksteinDisputeResolution.com
www.DicksteinDisputeResolution.com

From: Graber, Geoffrey [mailto:GGraber@mofo.com]
Sent: Friday, December 15, 2006 5:45 PM
To: STAVROS3589@aol.com; kinchen_bizzell@yahoo.com; STANLEY GOUMAS; Mr. Stanley G. Hilton; mscarver@aol.com
Cc: Padilla, Angela Lucia
Subject: Borg v. Principal
Importance: High

Stanley,

Michael Dickstein informed me earlier today that Plaintiff is unwilling to sign the Settlement Agreement. According to Mr. Dickstein, (1) Plaintiff is concerned because Defendants allegedly filed a summary judgment motion while you were in Europe; and (2) Plaintiff now wants to exclude from the settlement any subsequent claims that Plaintiff may have against Defendants regarding his alleged disability, or in the alternative, have Defendants pay an additional amount for a full release.

As you can see below, I sent you the Settlement Agreement and Stipulation of Dismissal on November 21, 2006, and I told you that Defendants would take their MSJ off calendar once the Stipulation of Dismissal

was filed. You then asked that I take the MSJ off calendar because we had reached a settlement and you were leaving on vacation. In response, I agreed to take the MSJ off calendar once you confirmed to me in writing that Plaintiff agreed to the terms of the settlement. You responded on November 22, 2006, stating that Plaintiff **"agrees to all the terms in the settlement agreement. You got my word for this."** On the basis of that representation, Defendants informed the Court that a settlement had been reached and asked that the MSJ be taken off calendar. On December 12, 2006, the Court took the MSJ off calendar.

To put it mildly, Plaintiff's conduct is simply outrageous. By your email below, the parties reached a settlement on November 22, 2006. As I informed you a few days ago, Defendants have cut the settlement check and it will be forwarded to you once the Stipulation of Dismissal is entered by the Court.

Defendants will not engage in any further negotiations regarding the terms of the settlement to which Plaintiff has already agreed. Nor will Defendants tolerate any further delays. Please forward to me a fully executed copy of the Settlement Agreement and Stipulation of Dismissal by **5:00pm Wednesday, December 20, 2006**. If I do not receive the signed settlement papers by then, Defendants will move to reinstate the MSJ on the Court's calendar. Defendants will also seek to recover all costs and fees incurred as a result of Plaintiff's vexatious conduct.

Please contact me if you have any questions.

Geoffrey Graber
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
(415) 268-7429

-----Original Message-----

From: STANLEY HILTON [mailto:4561414@gmail.com]

Sent: November 22, 2006 10:48 AM

To: Graber, Geoffrey

Subject: Re: Borg - Settlement Agreement and Stipulation of Dismissal

GEOFF

YES, BORG AGREES TO ALL THE TERMS IN THE SETTLEMENT AGREEMENT. YOU GOT MY WORD FOR THIS. PLEASE TAKE MSJ OFF CALENDAR. I WILL GET SIGNATURES TO YOU WHEN I RETURN FROM RUSSIA DEC. 6.

STANLEY

On 22/11/06, **Graber, Geoffrey** <GGraber@mofo.com> wrote:
Stanley,

As I understand it, we certainly have a deal to settle the case. But, I at least need to know that Plaintiff agrees to the terms in the settlement agreement before taking the MSJ off calendar. The agreement I sent you is very straight-forward, and only 7 pages long. Please review it and confirm to me, in response to this email, that Plaintiff agrees with the terms in the settlement agreement and that you will be forwarding signature pages as soon as possible (when you get back from vacation is fine). Once I

have that written confirmation I will inform the Court that we have settled and I will take the MSJ off calendar.

Please let me know if you have any questions. Thanks.

Geoffrey Graber
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
(415) 268-7429

-----Original Message-----

From: STANLEY HILTON [mailto:4561414@gmail.com]
Sent: November 22, 2006 9:48 AM
To: Graber, Geoffrey
Subject: Re: Borg - Settlement Agreement and Stipulation of Dismissal

GEOFF

PLEASE NOTIFY COURT OF SETTLEMENT AND TAKE YOUR MSJ OFF
CALENDAR

I AM GOING TO EUROPE TOMORORW AND WONT RETURN TILL DEC 6

I AM NOT PREPARING AN OPPOSITION TO YOUR MSJ BECAUSE I RELY ON
YOUR PROMISE TO REMOVE THE MOTION AS WE HAVE SETTLED CASE.

PLEASE CONFIRM

SG HILTON

On 21/11/06, **Graber, Geoffrey** <GGraber@mofo.com> wrote:

Stanley,

Attached for your review and signature are copies of the Settlement Agreement and Stipulation of Dismissal. If you are agreeable with the language, please sign and send a copy back to me. The agreement contemplates that you will file the Stipulation of Dismissal. We will take the MSJ off calendar as soon as the Stipulation is filed with the Court.

Also, as I noted earlier, we need your taxpayer ID to get the check cut. Please send us that information so that we can wrap this up. Thanks.

Best Regards,

Geoffrey Graber
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
(415) 268-7429

<<Borg - Stipulated Dismissal_v1.pdf>> <<Borg - Settlement Agreement_v1.pdf>>

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DR. SG HILTON

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DR. SG HILTON

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